

Terms of Service



Last Updated: December 2023

This Service Agreement (this “Agreement”) is a binding contract between you (“Client”) and Crucial Data Solutions, Inc., a Nevada corporation with an address of 18124 Wedge Parkway, Suite 139, Reno, NV 89511 (“CDS”), that governs access to and use of CDS’ proprietary integrated cloud computing solution and platform, available via www.trialkit.com (the “TrialKit Platform”).

THIS AGREEMENT TAKES EFFECT ON THE EARLIER OF THE DATE WHEN CLIENT CLICKS “I ACCEPT” OR FIRST ACCESSES OR USES THE TRIALKIT PLATFORM (“EFFECTIVE DATE”). BY CLICKING “I ACCEPT” OR BY ACCESSING OR USING THE TRIALKIT PLATFORM, CLIENT EXPRESSLY: (A) ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT IN ITS ENTIRETY; (B) REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT IT IS LEGALLY BOUND BY ITS TERMS. IF CLIENT DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLIENT MAY NOT ACCESS OR USE THE TRIALKIT PLATFORM.

EXCEPT AS OTHERWISE SET FORTH HEREIN, THIS AGREEMENT REQUIRES CLIENT TO RESOLVE DISPUTES WITH CDS THROUGH FINAL AND BINDING ARBITRATION PURSUANT TO SECTION 13.1.

1. TRIALKIT PLATFORM

1.1 CDS’ Provision of the TrialKit Platform

Subject to the remaining terms of this Agreement, CDS will provide, or make available to Client, CDS’ proprietary integrated cloud computing solution and platform, available via www.clinicalstudio.com (the “TrialKit Platform”). The TrialKit Platform is licensed to Client, not sold.

1.2 Software License Agreements

The TrialKit Platform uses a separate database instance within Client’s host account for each particular clinical trial or study (“Study”) in which Users (as defined in Section 1.4) are given access to subsets of functions and data for the anticipated length of the Study (“Study Term”). The details of each Study, such as the number of sites, study participants, relevant dates, the Study duration, the services applicable to such Study, applicable fees, and other related information will be set forth in a “Software License Agreement” order form document (each, a

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“SLA”) entered into by CDS and Client. The terms and conditions of this Agreement shall apply to each SLA as if fully set forth therein. In the event of a conflict between the terms of this Agreement and any SLA, the terms of this Agreement shall govern.

1.3 Login Credentials

CDS will provide Client with a username, identification number, password, security key, or other security code (“Login Credentials”) to verify an individual’s identity and authorization to access and use the TrialKit Platform, unless Client uses the single sign-on feature or similar service, method, or device. Client shall, and shall ensure that all Users (as applicable): (a) keep all Login Credentials strictly confidential, (b) not share Login Credentials with any third party, and (c) promptly notify CDS of any disclosure, loss or unauthorized use of any Login Credentials. CDS takes no responsibility for any

liability associated with Client’s acts or omissions related to Login Credentials or the access or use of the TrialKit Platform by Client or its Users.

1.4 Designating Users

Client may designate individuals as authorized users who may access and use Client’s account on Client’s behalf (each designated individual, a “User”). Client is responsible for assigning the appropriate rights and privileges (“Permission”) within the TrialKit Platform for each User. A Study participant or third party whose data is submitted and accessed within Client’s account by Users on behalf of the participant or third party (“Subject”) may also be designated by Client as a User. Client shall ensure that all Users only use Client’s account for Client’s benefit and in compliance with this Agreement and each SLA. Client hereby confirms that each User is authorized to act on behalf of Client when using Client’s account. CDS is not responsible and shall have no liability for verifying the validity of any User’s permissions or authorization by Client. CDS may, but is not obligated to, request additional information or proof of a User’s credentials. Further, CDS may, in its sole discretion, prevent any User from accessing the TrialKit Platform if CDS suspects such User may be unauthorized. A User may be associated with more than one CDS customer account, in addition to Client, in the event that other CDS customers designate such individual as its User. Each individual User will be provided with separate Login Credentials. As between the parties, Client shall be solely responsible and liable for: (a) designating and authorizing Users and determining the level and length of access for each User; (b) restricting or terminating the rights of its Users during the Study Term; (c) its Users’ use and access to the TrialKit Platform and their compliance with this Agreement and each SLA, including all actions taken under its Users’ Login Credentials; (d) immediately notifying CDS of any breach of security or unauthorized use of Client’s account; and (e) timely removing User from Client’s account (e.g., upon termination of employment). Client’s and its Users’ aggregate use of Client’s account must be consistent with the scope and use restrictions

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set forth in the applicable SLA. Certain features, functions, parts or elements of the TrialKit Platform may only be used or accessed by Client's administrative account holders or other designated individuals.

1.5 Right to Access

Client's access to the TrialKit platform is limited to lawful business purposes in connection with its Studies. Subject to this Agreement, each SLA and the payment of applicable Fees, CDS grants to Client and its authorized Users a non-exclusive, non-transferable (except as set forth in Section 13.5), non-sublicensable right to access and use the TrialKit Platform during each Study Term to: (a) create Studies and add Subjects; (b) add new Users and Study sites; (c) collect, store, organize, modify, and delete Client Data (as defined in Section 4.1); (d) generate reports based on Client Data and monitor progress of data entry; (e) add goods, services, devices, drugs, or therapies involved in Studies; (f) configure User permissions and provide electronic signatures; and (g) customize the standard features of the TrialKit Platform.

1.6 Uptime

CDS will exercise commercially reasonable efforts to make the TrialKit Platform available 24 hours a day, 7 days a week, except for the following events: (a) planned downtime or maintenance (with respect to which CDS shall use commercially reasonable efforts to notify Client through the TrialKit Platform in advance), (b) any unavailability caused by a Force Majeure Event (as defined in Section 13.9), or (c) any disabling, suspension, or termination pursuant to the terms of this Agreement.

1.7 Suspension

If CDS has reasonable grounds to believe that Client's or a User's use of the TrialKit Platform may harm any person or entity, CDS may take adequate measures under its control to prevent, stop or eliminate

the harm, where possible. CDS may suspend Client's access to any portion or all of the TrialKit Platform: (a) if CDS determines that (i) there is a threat or attack on any of the TrialKit Platform, (ii) Client or its User's use of the TrialKit Platform disrupts or poses a security risk, (iii) Client or its Users are misusing the TrialKit Platform, in breach of this Agreement or for fraudulent or illegal activities, (iv) the provision of the TrialKit Platform is prohibited by applicable Law (as defined below), or (v) suspension is otherwise reasonably necessary or prudent; or (b) if Client fails to make payment when due as further provided in Section 3.5 (suspension for any of the foregoing reasons, a "Platform Suspension"). CDS shall use commercially reasonable efforts to provide notice of any Platform Suspension to Client. CDS may, in its sole discretion, resume providing access to the TrialKit Platform after the event giving rise to the Platform Suspension is

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cured. CDS shall have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client may incur as a result of a Platform Suspension.

For purposes of this Agreement, "Law(s)" means all applicable international, national, state, local, or other governmental authority codes, laws, orders (including executive orders), ordinances, regulations, requirements, rules, standards, conventions, statutes and treaties, including all amendments, modifications or supplements to any of the foregoing, including the Health Information Technology for Economic and Clinical Health Act of 2009, as amended ("HITECH Act"), the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, each as may be amended from time to time (collectively, "HIPAA Rules").

1.8 Deactivation

Client will have 30 days to complete a Study Closeout Form after changing the status of any Study to "complete" per the CDS Study Closeout Policy in effect at the time of Study closure, available at:

https://www.crucialdatasolutions.com/wp-content/uploads/2022/02/Study-Closeout-Policy_16Feb2022.pdf (the "Study Closeout Policy"), which may be updated by CDS from time to time. In the event that Client does not submit to CDS a Study Closeout Form within 30 days of marking a Study as complete, regular monthly invoicing for Fees will continue at the previously contracted rate and payment terms, until such time as Client elects to extend, archive, or delete the Study pursuant to the Study Closeout Policy.

1.9 Technical Support

CDS will provide standard support during CDS' normal business hours for the TrialKit Platform at no additional charge, or upgraded support subject to an additional charge, if applicable. Support requests should be submitted via (a) email to the project manager assigned to Client's account; (b) the notification application on CDS' website; or (c) email to support@trialkit.com. CDS will use commercially reasonable efforts to respond to support requests as soon as possible in accordance with the level of severity as reasonably determined by CDS.

1.10 Modifications to the TrialKit Platform

The inclusion, exclusion, and continued support for, any feature, functionality, module in, release of, branding, or "look and feel" of, the TrialKit Platform is within the sole and absolute discretion

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of CDS. CDS retains the absolute right to modify, discontinue, delete, or restrict any aspect or feature of the TrialKit Platform, without notice and without any liability or obligation to Client.

2. CLIENT RESPONSIBILITIES AND RESTRICTIONS

2.1 Regulatory Compliance

Client is responsible for knowing and complying with all Laws related to Client's and its Users' use of the TrialKit Platform, including, as applicable, (a) ensuring that Client holds a valid professional license in its respective jurisdiction, (b) that Client's use of the TrialKit Platform is within the scope of Client's practice, (c) that Client's use of the TrialKit Platform is in conformity with the standard of care for its profession, (d) any billing of insurance companies or third-party payers for Client's professional services which includes the TrialKit Platform is compliant and proper, and (e) disclosing to CDS any Laws which may impact CDS' services to Client as a result of Client's use of the TrialKit Platform based on the nature of the Study, Subjects, applicable Study or Subject jurisdiction(s), or otherwise, including any Client-specific data retention, return, or deletion policies and procedures CDS is required to comply with as a result of Laws applicable to Client. Client, on behalf of itself, its employees, its agents and all Users, covenants to CDS that it shall at all times in carrying out the terms of this Agreement, abide by, and be in full compliance with, all applicable Law (including the HIPAA Rules, if applicable to Client, including ensuring that all individuals it allows to access the TrialKit Platform are permitted to do so under HIPAA Rules) and generally accepted industry practices with respect to use of the TrialKit Platform and conducting Studies. Without limiting the foregoing, Client will use the TrialKit Platform in conformance with: (i) the protocols for any Study conducted by Client utilizing the TrialKit Platform; (ii) generally accepted standards of good clinical practices, if applicable; and (iii) all applicable Laws relating to the conduct of any Study, including those of the U.S. Food and Drug Administration. As between the parties, Client will be solely responsible and liable for configuring the TrialKit Platform to meet Client's regulatory requirements and obligations. Client shall, at its expense, obtain any and all government approvals when and as such approvals may be required by applicable Law in connection with Client's exercise of its rights and performance of its obligations hereunder.

2.2 Responsibilities Related to Studies

All information provided by Client or its Users must be accurate, current, and kept up-to-date. At all times during Client's and Users' use of the TrialKit Platform, Client is solely responsible for and assumes all liability relating to: (a) the design, structure and content of all clinical trial protocols and Studies; (b) Client's use and its Users' use of the TrialKit Platform in connection with the Study; (c) the protection and security of its and its Users' Login Credentials for each Study; (d) the collection, storage, treatment, use, processing, protection, transfer, or security of personal data and protected health information in connection with the Study; and (e) the Study's

compliance with Law, including the HIPAA Rules. CDS shall not be liable to Client for any claim by any User or third party against Client arising out of Client's failure to provide any goods, services, devices, drugs, or therapies that Client offered to Users or third parties.

2.3 Prohibited Activities

Neither Client nor any User may, without CDS' prior express consent: (a) use the TrialKit Platform or any part or element thereof to commit a crime, breach any applicable Law or entice or invite others to carry out such illegal actions; (b) copy, duplicate, distribute, modify, adapt, hack, create derivative works, reverse engineer or decompile the TrialKit Platform or any part or element thereof, or attempt to extract the source code thereof, except to the extent expressly allowed under applicable Law; (c) merge, integrate or incorporate the TrialKit Platform with other software; (d) use the TrialKit Platform or any part or element thereof unless it has agreed to this Agreement; (e) access the TrialKit Platform (i) for production purposes, (ii) if Client is a competitor of CDS, (iii) to monitor the availability, performance or functionality of the TrialKit Platform, or (iv) for other benchmarking or competitive purposes; (f) use the TrialKit Platform (or any portion thereof) for timesharing purposes or for a third party's benefit;

(g) publicly disseminate information regarding the performance of the TrialKit Platform (which is deemed CDS' Confidential Information); (h) post or transmit into the TrialKit Platform any information, content or software which is subject to any open source or freeware license or contains a virus, cancelbot, Trojan horse, worm or other harmful component; (i) sell, resell, lease, license, sublicense, distribute, provide, disclose, divulge, exploit or otherwise grant access or make the TrialKit Platform available in whole or in part to any third persons, unless such third person is an authorized User of Client; (j) use the TrialKit Platform or any part or element thereof by means of programs that send automatic inquiries or requests, unless such program has been made available by CDS; (k) remove, obscure, or alter any confidential legends or other intellectual property or proprietary rights notices affixed to, or contained within, the TrialKit Platform or documentation therefor; (l) break or circumvent any security measures or rate limits for TrialKit Platform; (m) transfer access to the TrialKit Platform for a particular Study to any other clinical trial, or to any other customer of CDS or other third party; or (n) host the TrialKit Platform on its own servers or those of any third party on its behalf.

2.4 Export Administration

The United States and certain foreign countries may regulate the export and re-export of technology originating in the United States. Exporting and re-exporting may include the electronic transfer or dissemination of content and software to foreign countries, certain foreign nationals, and certain specially designated nationals. Client agrees to abide by all applicable provisions of export and import Laws, including the Export Administration Act and the Arms Export Control Act.

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3. FEES

3.1 Invoicing

The use of the TrialKit Platform is subject to Client's payment of required access and subscription fees ("Fees") when due. Fees are based on the service plan selected by Client for each Study as stated in the applicable SLA executed by the parties with respect to such Study. CDS may invoice the applicable Fee in advance in monthly or annual payment intervals, unless otherwise agreed upon by both parties in a SLA. Archiving of Client Data is subject to a separate annual charge. All Fees are non-refundable. There are no refunds or credits for periods where Client did not use an activated account, used it only partially, or deactivated the account or terminated this Agreement during an ongoing payment interval. If CDS has not obtained pre-authorization of Client's credit card prior to the end of each payment interval, Client will be issued an electronic invoice for payment of the Fee of the next payment interval.

3.2 Payment Terms

Client must pay its invoice by the due date indicated on the invoice, or, if no due date is indicated, within 30 days of the date of the invoice.

3.3 Credit Card Authorization

Client may pay Fees by valid credit card. CDS may seek pre-authorization of Client's credit card account prior to Client's purchase of the TrialKit Platform in order to verify that the credit card is valid and has the necessary funds or credit available to cover Client's purchase. Client hereby authorizes CDS to charge all Fees and other amounts described in this Agreement to such credit card account and authorizes such credit card account to pay any Fees or other amounts described herein. Client agrees to provide CDS updated information regarding Client's credit card account upon CDS' request and any time the information earlier provided is no longer valid.

3.4 Late Payment

In the event Client fails to pay any amount hereunder when due, CDS may charge Client interest at the lesser of the rate of 1% per month or the highest rate permissible under applicable Law.

3.5 Nonpayment

If Client's payment of any undisputed fees is more than 30 past due, CDS may suspend Client's access to the TrialKit Platform until all late and current Fees are paid.

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3.6 Taxes

All Fees are exclusive of all taxes, levies or duties applicable under any applicable Law, unless stated otherwise stated herein. Client is solely responsible for the payment of such taxes, levies or duties.

3.7 Audit

CDS or its representative (including its accountants and auditors) may inspect and audit Client's use of the TrialKit Platform under this Agreement at any time during the Term (as defined in Section 12.1) and for one year thereafter. All audits will be conducted during Client's regular business hours and in a manner that does not unreasonably interfere with Client's business operations. Client shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as CDS or its nominee may reasonably request. If the audit determines that Client's use of the TrialKit Platform exceeded the usage permitted by this Agreement and the applicable SLA, Client shall pay to CDS all amounts due for such excess use of the TrialKit Platform, plus interest on such amounts, as calculated pursuant to Section 3.4. If the audit determines that such excess use equals or exceeds 5% of Client's permitted level of use, Client shall also pay to CDS all out-of-pocket costs incurred by CDS in conducting the audit. Client shall make all payments required under this Section within 30 days of the date of notification of the audit results.

4. CUSTOMER DATA

4.1 Definition.

For purposes of this Agreement, "Customer Data" (or "Client Data") is any data, file attachments, text, images, reports, personal information, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the Service by you or any User and is processed by us on Customer's behalf (the "Customer Data"). For the avoidance of doubt, Anonymous Information (as defined below) is not regarded as Customer Data. Customer retains all right, title, interest and control, in and to the Customer Data, in the form submitted to the Service. Subject to these Terms, Customer grants us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the Customer Data, and solely to the extent that reformatting Customer Data for display in the Service constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The afore-mentioned license is hereby granted solely: (i) to maintain and provide you the Service; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of these Terms; (iv) to

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comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by you.

4.2 Responsibility for Customer Data Compliance.

CDS provides the TrialKit Platform in a manner such that Client, as the data controller, can collect, store and organize the personal data of data subjects determined by Client. The TrialKit Platform is designed to work as a database for client-customized data collection within clinical research. Client determines how it will use the TrialKit Platform, subject to the restrictions of this Agreement.

You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Customer Data that you submit, post or display on or through the Service; (ii) the Customer Data is in compliance with, and subject to, our [Acceptable Use Policy](#); and (iii) the Customer Data you submit, your use of such

Customer Data, and our use of such Customer Data, as set forth in these Terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation (the "Laws"); (c) violate any of your or third party's policies and terms governing the Customer Data. Other than our security and data protection obligations expressly set forth in Section 6, we assume no responsibility or liability for Customer Data, and you shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that CDS shall not monitor and/or moderate the Customer Data and there shall be no claim against CDS of not acting so.

You shall not submit to the Service any data that is protected under a special legislation and requires a unique treatment, including, without limitations, (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any similar legislation or regulation in other jurisdiction, unless the required measures have been taken for collecting the protected data; (ii) any protected health information subject to the Health Insurance Portability and Accountability Act ("HIPAA"), as amended and supplemented, or any similar legislation in other jurisdiction, unless Customer and CDS separately enter into a [HIPAA Business Associate Agreement](#); and (iii) credit, debit or other payment card data subject to PCI DSS or any other credit card schemes.

4.3 Duration

CDS will process data on behalf of Client until Client's access to the TrialKit Platform terminates in accordance with this Agreement. Client may lock, complete, extend, or delete access to Study data pursuant to the CDS Study Closeout Policy. After a Study has been completed, additional Study extension, archive, and deletion services may be available to Client at modified or separate Fees as set forth in the then-current Study Closeout Policy. Emergency data recovery may be available to Client for an additional Fee for a period of six months after data deletion (unless instructed otherwise by Client), should Client wish to regain access to or export Client Data after a Study has been deleted. After Client's data storage period ends, CDS deletes or returns all personal data to Client, except to the extent applicable Law requires storage of such personal data.

4.4 Authorization

If Client uploads Client Data to the TrialKit Platform, such Client Data must be in compliance with this Agreement, each SLA and applicable Law. By Client or Users uploading or otherwise providing Client Data to the TrialKit Platform, Client authorizes CDS to access, receive, collect, store, process, transmit, maintain, and possess (collectively, "Process") the Client Data. Without limiting the foregoing herein, Client is responsible for ensuring that Client and its Users do not create, transmit, display or make otherwise available any Client Data that violates the terms of this Agreement; violates applicable Law; violates the rights of CDS, any User or any third party; or is harmful (for example viruses, worms, malware and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, defamatory or hateful. As between the parties, Client, and not CDS, is solely responsible for all Client Data that is uploaded, posted, transmitted, or otherwise made available through the TrialKit Platform, as well as for any actions taken by CDS or other CDS clients or Users as a result of such Client Data.

4.5 Unlawful Client Data

CDS is not obligated to pre-screen, monitor or filter any Client Data, however in the event any unlawful Client Data is discovered by or brought to the attention of CDS, or if CDS has a good faith belief that any Client Data is unlawful, CDS may, with or without notice to Client: (a) notify Client of such unlawful Client Data; (b) deny its publication or use on the TrialKit Platform; (c) demand that Client bring the unlawful Client Data into compliance with this Agreement and applicable Law; or (d) temporarily or permanently remove the unlawful Client Data from the TrialKit Platform or Client's account, restrict access to it or delete it. If Client presents CDS with convincing evidence that the applicable Client Data is not unlawful, CDS may, in its sole discretion, restore such Client Data removed from the TrialKit Platform or Client's account or access to which was restricted.

4.6 Security of Client Data

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CDS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, including measures for preventing access, use, modification or disclosure of Client Data by CDS personnel except (a) to provide the TrialKit Platform, (b) to prevent or address service or technical problems with the TrialKit Platform, (c) as compelled by Law in accordance with Section 5.4 (Compelled Disclosure), or (d) as Client or Users instruct or expressly permit in writing. CDS takes no responsibility and assumes no liability for any Client Data other than its express security obligations in this Section. CDS will reasonably assist Client in complying with its obligations under applicable Law solely to the extent required to do so under applicable data protection and privacy Laws, provided, however, that CDS is under no duty to investigate the completeness, accuracy, or sufficiency of any Client Data or Client's actions, instructions, or requests.

You can learn more on our security measures and procedures on our [Security Page](#), as updated from time to time.

Privacy Policy: As a part of accessing or using the Service and the Sites, we may collect, access, use and share certain Personal Data (as defined in the Privacy Policy) from, and/or about, you. Please read our [Privacy Policy](#), which is incorporated herein by reference, for a description of such data collection and use practices.

Data Processing Agreement ("DPA"): By using the Service, Customer also accepts our [Data Processing Agreement](#), which governs the Processing of Personal Data (as both terms are defined in the DPA) on Customer's behalf, where such Personal Data is subject to the General Data Protection Regulation 2016/679 (the "GDPR").

Anonymous Information: Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to your use of the Service and/or Sites, and disclose it for the purpose of providing, improving and publicizing our products and services, including the Sites and Service, and for other business purposes. "Anonymous Information" means information which does not enable identification of an individual, such as aggregated and analytics information. CDS owns all Anonymous Information collected or obtained by CDS.

4.7 Breach Notification

CDS will promptly notify Client of any breach or suspected breach of the TrialKit Platform's data security of which CDS becomes aware (a "Security Breach," and, such notification, a "Breach Notification"). The Breach Notification must be in writing and must include, at a minimum and to the extent known at

the time of such Breach Notification, the data or systems compromised or believed to be compromised, the nature of the compromise, the dates of the compromise, and any mitigating measures that CDS has taken or will take to prevent further breaches or suspected breaches from occurring. CDS will make its staff and employees reasonably available to answer any questions that Client may have related to the breach or suspected breach and use commercially reasonable efforts to put Client into contact with any third-party vendor that was implicated or involved in any way in such breach or suspected breach.

4.8 Use of Client Data by CDS

If permitted by applicable Law and to the extent such rights are granted by Client's customers or Study participants, CDS may use Client Data during the Term and thereafter in an aggregated and anonymized format for operational, research, educational and other similar purposes. CDS may not otherwise use or display Client Data without Client's consent, except to the extent necessary to provide the TrialKit Platform to Client pursuant to the terms hereof.

4.9 Aggregate Data

Client expressly grants CDS the right to use and analyze aggregate system activity data associated with use of the TrialKit Platform by Client and its Users (related to the functioning, performance, uptime, availability, use, and related metrics of the TrialKit Platform, including the number of current users, studies, and similar information, but in any event excluding any Client Data) (collectively, "Aggregate Data") for the purposes of optimizing, improving or enhancing the way the TrialKit Platform operates, and to create new features and functionality in connection with the TrialKit Platform in the sole discretion of CDS. CDS may (a) collect, process, use and commercialize such Aggregate Data for any lawful purpose, including to improve the TrialKit Platform, develop new services, understand industry trends, create white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to CDS' business; (b) share Aggregate Data with third parties or publish any reports, or other summaries incorporating Aggregate Data; (c) use Aggregate Data to investigate and help address or prevent TrialKit Platform performance issues, actual or potential unlawful activity, or unauthorized use of the TrialKit Platform; and (d) disclose Aggregate Data upon the request of a government agency, law enforcement agency, court or as otherwise required by Law. All right, title and interest in and to Aggregate Data, is and shall remain the proprietary, confidential, copyrighted and trade secret property of CDS and its licensors.

5. CONFIDENTIALITY

5.1 Confidential Information

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“Confidential Information” means information of a party (“Discloser”) that is not generally known and that is proprietary to Discloser or its affiliates or that Discloser or any of its affiliates is obligated to treat as proprietary or confidential, including: (a) trade secret information about Discloser and its products or services; (b) information concerning Discloser’s business, as Discloser has conducted it or as it may conduct it in the future; (c) information concerning any of Discloser’s past, current, or possible future products, including information about Discloser’s research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing; (d) in the case of Client as Discloser, the Client Data; (e) in the case of CDS as Discloser, the TrialKit Platform; and (f) information about the relationship between Discloser and the other party hereto (“Recipient”), including the existence and terms of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information (i) which is or becomes publicly available from a source other than Recipient, (ii) which is received by Recipient from a source which has the right to disclose such information and did not obtain the information directly or indirectly from employees or agents of Discloser, (iii) which Recipient establishes by documentary evidence was in Recipient’s possession prior to Discloser’s disclosure; (iv) that was or

is independently developed by Recipient without using any confidential information of Discloser; or (v) that Discloser has agreed in writing may be disclosed by Recipient.

5.2 Confidentiality Obligations

Recipient shall not, either during or after the Term, use Discloser’s Confidential Information for any purpose other than its performance under this Agreement or disclose Discloser’s Confidential Information to any person or entity not authorized by Discloser to receive it, except that Recipient may disclose Discloser’s Confidential Information to its employees and agents (including independent auditors, professional advisors and required government agencies) (collectively, “Permitted Recipients”) who have a reasonable need to know such Confidential Information for purposes of performing Recipient’s obligations hereunder and who are obligated to maintain the confidentiality of and refrain from using such Confidential Information under terms at least as protective as those set forth herein. Recipient agrees that it will reasonably cooperate with Discloser in any investigation relating to the improper use or disclosure of Confidential Information by Recipient or its personnel. Recipient will be responsible for the breach of this Section 5 by any of its Permitted Recipients. Discloser shall be entitled to seek injunctive relief for any violation of this Section 5.

5.3 Return of Confidential Information

Upon Discloser’s reasonable request upon termination or expiration of this Agreement or at any time during the Term, Recipient will promptly turn over to Discloser or destroy all copies, reproductions, and specimens of Discloser’s Confidential Information in Recipient’s possession,

except that Recipient will not be obligated to destroy electronically stored Confidential Information to the extent that it is contained in an archived computer system backup in accordance with Recipient's security or disaster recovery procedures, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business or used except as required for backup or data recovery purposes.

5.4 Compelled Disclosure

Recipient may disclose Discloser's Confidential Information to the extent compelled by Law or a court of competent jurisdiction to do so. In such instance, Recipient will use commercially reasonable efforts to provide Discloser with prior notice of the compelled disclosure (to the extent legally permitted) and Discloser shall provide reasonable assistance, at its cost, if Discloser wishes to contest the disclosure. If Recipient is compelled by Law to disclose Discloser's Confidential Information as part of a civil proceeding to which Recipient is a party, and Discloser is not contesting the disclosure, Recipient shall be responsible for its cost of compiling and providing secure access to that Confidential Information.

6. PRIVACY

CDS takes the privacy of Client and its Users very seriously. CDS' Privacy Policy at <https://www.crucialdatasolutions.com/privacy-policy/> is hereby incorporated into this Agreement by reference. Please read the Privacy Policy carefully as it governs CDS' collection, use, and disclosure of Client's or Users' personal information.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Definitions

For purposes of this Agreement, "IP Rights" means copyrights, trade secrets, know-how, trademarks and services marks (together with all goodwill associated therewith), domain names, patents, inventions, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case, whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing, and "TrialKit Brand" means the names, trademarks, service marks and trade names CLINICAL STUDIO, CRUCIAL DATA SOLUTIONS, and TRIALKIT PLATFORM, including all goodwill associated therewith.

7.2 TrialKit Intellectual Property Rights

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As between the parties, CDS solely and exclusively owns all right, title and interest in and to the TrialKit Brand and the TrialKit Platform, including (a) the interfaces, website files (including images, php and html files), graphics, designs, software code, compilation of content, and other elements comprising the TrialKit Platform; (b) all documentation for the TrialKit Platform; and (c) all updates, new releases, improvements, and modifications to, and derivative works of, the foregoing (collectively, the “CDS IP Rights”). Client will not take any action that jeopardizes the CDS IP Rights. CDS reserves all rights to the CDS IP Rights not expressly granted in this Agreement.

7.3 Ownership of Client Data

As between the parties and subject to the terms of this Agreement, Client, or its licensors or Subjects, owns all right, title, and interest in and to the Client Data.

7.4 Feedback

If Client or a User provides CDS with any comments, bug reports, feedback, or modifications related to the TrialKit Platform (“Feedback”), CDS shall have the right to use such Feedback at its discretion, including the incorporation of any such Feedback into the TrialKit Platform or CDS’ other products or services. Client, on behalf of itself and all Users, hereby grants CDS a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, transferable, sublicensable license to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use Client’s Feedback for any purpose.

8. THIRD PARTY SITES, PRODUCTS AND SERVICES

The TrialKit Platform may include content provided by third parties (including content marked as “community provided”) or links to other websites solely as a convenience to Client. Unless expressly indicated, CDS does not endorse any such content or websites, or any information, material, products, or services contained on or accessible through such linked websites. Furthermore, CDS makes no express or implied warranties with regard to any such content or any information, material, products, or services that are contained on or accessible through such linked websites. ACCESS AND USE OF WEBSITES LINKED FROM THE TRIALKIT PLATFORM, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH SUCH WEBSITES IS SOLELY AT CLIENT’S OWN RISK.

9. WARRANTIES AND DISCLAIMERS

9.1 CDS Warranties

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CDS represents, warrants and covenants to Client that during the Term: (a) the TrialKit Platform (as modified from time to time by CDS in accordance with the terms hereof) is and will continue to be compliant with applicable Law, and (b) the TrialKit Platform, without any modification or alteration thereto by Client or any third party not authorized by CDS, shall conform in all material respects with the documentation for the TrialKit Platform, as such documentation may be amended from time to time by CDS. Client must provide CDS notice of any claim under the warranties set forth in this Section within 30 days of the date Client discovered such claim. Client's exclusive remedies in the case of any claim under the warranties set forth in this Section shall be limited to, at CDS' sole option: (i) using commercially reasonable efforts to provide modifications or fixes with respect to any such error or defect in a timely manner; (ii) replacing the applicable portion of the TrialKit Platform; or (iii) refunding pro rata

amounts paid by Client to CDS for the nonconforming portion of the TrialKit Platform and terminating Client's access rights to the TrialKit Platform.

9.2 Network Connection

Client may access the TrialKit Platform by various means, including a public Internet network or common carrier connection or other TCP/IP-enabled network connection ("Network Connection") provided by an internet service provider, online service provider or other network provider. Client understands and accepts that the reduced performance or non-availability of this Network Connection may result in reduced performance, interruption, or temporary termination of the TrialKit Platform. CDS bears no responsibility for the performance or availability of the Network Connection.

9.3 Client Representations and Warranties

Client represents, warrants and covenants to CDS that during the Term: (a) it is in compliance with, and shall remain in compliance with, all applicable Law, including, to the extent applicable, the HIPAA Rules; (b) it has and will maintain the right, license, and all necessary consents and permissions to provide the Client Data stored in, collected by, or transmitted through the TrialKit Platform; (c) Client either owns the Client Data or has the necessary licenses, rights, consents, and permissions in the Client Data to grant to CDS the rights and authorizations in the Client Data granted to CDS under this Agreement and to permit CDS to Process the Client Data as authorized hereunder; and (d) the Client Data, CDS' use thereof pursuant to this Agreement, and CDS' exercise of the license rights set forth in this Agreement, do not and will not: (i) infringe, violate, or misappropriate any third-party right, including any privacy right, right of publicity, or other IP Rights; (ii) violate any applicable Law; or (iii) require CDS to obtain a license from or to pay any fees or royalties to any third party for the provision of the TrialKit Platform or for the exercise of any rights granted herein.

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9.4 Debarred Persons

Client represents and warrants that it is not debarred under 21 U.S.C. § 335a of the US Food and Drug Administration regulations (“Debarred”), and it does not and will not employ or contract with any person or entity that is Debarred. If, at any time after the Effective Date, Client becomes aware that it or any employee or contractor has been or is in the process of being Debarred, Client will notify CDS promptly and cause such employee or contractor to cease providing employment or services to Client.

9.5 Mutual Representations and Warranties

Each party represents, warrants and covenants to the other party during the Term that: (a) such party has the power and authority to execute and deliver this Agreement and has taken all necessary corporate action to authorize the execution and delivery of this Agreement; and (b) this Agreement is and shall be the legal, valid, and binding obligation of such party and shall be enforceable in accordance with its terms.

9.6 Disclaimers

IT SHALL BE CLIENT’S RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF THE TRIALKIT PLATFORM FOR CLIENT’S USE. UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE TRIALKIT PLATFORM AND ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE TRIALKIT PLATFORM ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CDS AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, CORRECTNESS, ACCURACY, AND RELIABILITY.

UNLESS OTHERWISE EXPRESSLY STATED BY CDS, CDS AND ITS AFFILIATES DO NOT WARRANT THAT (a) THE TRIALKIT PLATFORM OR ANY CONTENT, DATA, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE TRIALKIT PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, (b) DEFECTS WILL BE CORRECTED, (c) THE TRIALKIT PLATFORM OR ANY CONTENT, DATA, SERVICES, OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE TRIALKIT PLATFORM OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (d) THE USE OF THE TRIALKIT PLATFORM WILL GENERATE ANY PARTICULAR RESULTS, OR (e) THE TRIALKIT PLATFORM AND RESULTS GENERATED WILL BE CORRECT, ACCURATE OR RELIABLE.

10. INDEMNIFICATION

10.1 By CDS

CDS will indemnify, defend, and hold harmless Client, its affiliates, and its and their respective employees, contractors, agents, directors and officers from and against all damages, liabilities (including costs of litigation or other disputes and attorneys' fees), costs and expenses ("Liabilities") incurred from any claims, suits or proceedings ("Claims") brought by third parties to the extent arising from an allegation that Client's use of the TrialKit Platform in compliance with this Agreement infringes a valid U.S. patent issued prior to the Effective Date, Berne Convention copyright or U.S. trade secret, except that CDS shall not have any obligations under this Section if the alleged infringement or violation is based upon: (a) use of the TrialKit Platform other than as set forth herein and in the then-current version of the documentation for the TrialKit Platform; (b) any modification or alteration to the TrialKit Platform performed by anyone (including Client) other than CDS or its authorized agents (other than modifications constituting standard implementation of CDS-provided options, enhancements and features for the TrialKit Platform); (c) CDS' compliance with Client's designs, specifications or instructions if CDS is unable to follow such designs, specifications or instructions without infringement; (d) combination, operation, or use of the TrialKit Platform with software, hardware, information, data, or other materials, not approved or supplied by CDS, if infringement (including contributory infringement) would have been avoided by use without such software, hardware, information, data, or other materials; (e) use of a superseded or altered release of the TrialKit Platform if the infringement would have been avoided by the use of the current, unaltered release of the TrialKit Platform; or (f) use of the TrialKit Platform after CDS' notice to cease use of the TrialKit Platform due to a claim of infringement (collectively, the "CDS Indemnification Exceptions").

10.2 By Client

Client agrees to indemnify, defend, and hold harmless CDS, its affiliates, and its and their respective employees, contractors, agents, directors and officers from and against all Liabilities incurred from any Claims brought by third parties to the extent arising from (a) Client's acts or omissions in connection with the TrialKit Platform; (b) Client's breach of this Agreement, any SLA or any third-party agreements relating to the TrialKit Platform (including any Business Associate Agreements under the HIPAA Rules to which Client is a party); (c) Client's representations made to CDS, its affiliates or third parties; (d) any claim related to Client's or any third party's use or misuse of the TrialKit Platform under Client's account, including allegations of violation of Law; (e) Client's violation of any Law, including the HIPAA Rules; (f) the Client Data; (g) infringement, misappropriation or violation of the rights of any other person or entity (including any third-party IP Rights); or (h) any CDS Indemnity Exception.

10.3 IP Corrective Actions

In the event a court of competent jurisdiction holds that the TrialKit Platform or any component thereof infringes, misappropriates or otherwise violates any third-party IP Rights, or if CDS believes such a

claim may arise, CDS may, in CDS' sole discretion and at no cost to Client: (a) procure for Client and its Users the right or license to continue to use the TrialKit Platform; (b) modify the TrialKit Platform to render it non-infringing but substantially functionally equivalent to the TrialKit Platform prior to such modification; or (c) if the alternatives described in the foregoing clauses (a) and (b) are not commercially practicable, terminate this Agreement and the applicable SLA, in which case CDS shall refund to Client the pro rata portion of any Fees paid by Client to CDS for unused use of the TrialKit Platform.

10.4 Exclusive Remedy

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THIS SECTION 10 STATES CDS' ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR VIOLATION, INFRINGEMENT, OR MISAPPROPRIATION OF ANY IP RIGHT, WHETHER SUCH ACTION, CLAIM OR PROCEEDING IS BASED ON BREACH OF WARRANTY OR ANY OTHER CAUSE OF ACTION.

10.5 Indemnification Procedure

Each party's indemnification obligations are conditioned upon the indemnified party (a) giving prompt notice of the claim to the indemnifying party (provided, however, that failure of the indemnified party to provide such notice will not release the indemnifying party from any of its indemnity obligations except to the extent that the indemnifying party's ability to defend such claim is materially prejudiced thereby); (b) granting sole control of the defense or settlement of the claim or action to the indemnifying party; and (c) providing reasonable cooperation to the indemnifying party and reasonable assistance in the defense or settlement of the claim, at the indemnifying party's request and expense. The indemnified party may, at its option, participate in such defense and/or settlement with its own counsel at its own expense.

11. LIMITATION OF LIABILITY

11.1 No Liability; Exclusion of Consequential and Related Damages

IN NO EVENT SHALL CDS, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR (a) ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE TRIALKIT PLATFORM, INCLUDING ANY BODILY INJURY, HARM, LOSS OF LIFE, OR IMPAIRMENT TO HEALTH OR

WELLBEING THAT MAY ARISE OUT OF OR RESULT FROM THE USE OF, OR FAILURE TO USE, THE TRIALKIT PLATFORM; (b) LOST REVENUES OR PROFITS; (c) DELAYS, INTERRUPTION, OR LOSS OF TRIALKIT PLATFORM, BUSINESS, REPUTATION, OR GOODWILL; (d) LOSS OR CORRUPTION OF DATA; (e) LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; (f) FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; (g) CLIENT'S FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; (h) SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; (i) BREACHES IN SYSTEM SECURITY; (j) ANY ERRORS OR OMISSIONS IN THE TRIALKIT PLATFORM; OR (k) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CDS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF CDS SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS TO THE FULLEST EXTENT PERMITTED BY LAW.

11.2 Limitation of Liability

IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CDS, ITS AFFILIATES, AND ITS AND THEIR LICENSORS AND SERVICE PROVIDERS ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO CDS PURSUANT TO THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

12. TERM AND TERMINATION

12.1 Term

This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to the terms hereof ("Term"). The Study Term for each Study will be set forth on each SLA.

12.2 For Convenience

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Client may terminate a SLA by submitting a completed Study Closeout Form pursuant to the CDS Study Closeout Policy. If there is no Study or active SLA in effect, either party may terminate this Agreement for its convenience upon 30 days' notice to the other party.

12.3 For Default

Either party may terminate this Agreement for default upon notice to the other party if the other party breaches this Agreement or any SLA and such breach has not been cured within 30 days of receipt of a notice from the non-breaching party setting forth the breach in reasonable detail.

12.4 Effect of Termination

Upon termination of this Agreement, (a) CDS shall act in accordance with the then-current Study Closeout Policy and any Study Closeout Form submitted by Client, or, if Client has not submitted a Study Closeout Form, CDS shall deactivate and permanently delete Client's account within six months of the effective date of termination of this Agreement (unless Client has specifically requested an earlier deletion of the account, in which case CDS shall fulfill such request within one month of its receipt of such request); and (b) Client shall: (i) immediately stop using and prevent the further usage of the TrialKit Platform by Users; (ii) pay any amounts owed to CDS under this Agreement and any SLA; and (iii) otherwise discharge any liability incurred by Client under this Agreement prior to its termination. The following provisions shall survive the termination of this Agreement: Sections 3.4, 3.5, 3.7, 4.8, 4.9, 5, 7, 9.6, 10, 11, 12.4, 12.5 and 13. Notwithstanding any prior termination of this Agreement, in the event that Client elects to receive any data storage or export services pursuant to the CDS Study Closeout Policy, the terms and conditions of this Agreement shall survive and govern such services for so long as CDS provides such services to Client, unless and until the parties enter into a separate written agreement governing such services.

12.5 Remedies

Except as expressly provided otherwise in this Agreement, (a) in addition to any remedies provided in this Agreement, the parties shall have all remedies provided at law or in equity, (b) the rights and remedies provided in this Agreement or otherwise under Law shall be cumulative, and (c) the exercise of any particular right or remedy shall not preclude the exercise of any other rights or remedies in addition to, or as an alternative of, such right or remedy. Notwithstanding the arbitration provisions of Section 13.1, the parties acknowledge that violations of Section 5 (Confidentiality) and Section 7 (Intellectual Property Rights) of this Agreement may result in irreparable harm to the non-violating party

for which remedies other than injunctive relief may be inadequate, and the non-violating party shall be entitled to seek injunctive or other equitable relief to restrain such unauthorized acts in

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addition to other appropriate remedies. In the event of any claimed breach of any provisions of this Agreement, and in the event a party requests any injunctive relief or other relief in equity to stop or enjoin any act or acts by the other party, the parties agree that should such relief be granted by any court, the requesting party shall not be required to post any bond or other surety as a precondition to such relief being granted.

13. GENERAL

13.1 Arbitration; Governing Law

In the event of a dispute, controversy or claim arising out of, or in relation to this Agreement, including the formation, validity, breach or termination thereof, the parties shall attempt to solve the matter amicably in mutual negotiations. In the event a mutually acceptable resolution cannot be reached within a reasonable time, any disputes arising out of this Agreement or the breach thereof shall be resolved by binding arbitration in Reno, Nevada in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This Agreement shall be governed and construed, and all arbitrations hereunder shall be determined, in accordance with the laws of the State of Nevada, USA. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) shall not be applied to this Agreement. In any action or proceeding to enforce rights under this Agreement, the substantially prevailing party will be entitled to recover reasonable costs and attorneys' fees.

13.2 Relationship of the Parties

The relationship of the parties is solely of independent contractors. This Agreement shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between Client and CDS. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party. CDS AND ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND SUBCONTRACTORS SHALL HAVE NO LIABILITY TO ANY SUBJECT OR USER OF CLIENT BY VIRTUE OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT CONVEY UPON ANY USER, SUBJECT, OR OTHER THIRD PARTY ANY RIGHTS HEREUNDER, AND NO USER, SUBJECT, OR OTHER THIRD PARTY SHALL BE DEEMED A THIRD-PARTY BENEFICIARY HEREOF.

13.3 Severability

If any provision of this Agreement for any reason shall be declared void, illegal, invalid, or unenforceable in whole or in part, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section,

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the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

13.4 Entire Agreement; Waiver; Amendment

This Agreement, together with each SLA entered into by the parties, is the entire agreement between Client and CDS regarding Client's use of the TrialKit Platform and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. The failure or delay of either party to enforce any of the provisions of this Agreement shall not constitute a waiver of the provisions or of the right of the party to enforce each and every provision contained in this Agreement. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

13.5 Assignment

This Agreement may not be transferred or assigned directly or indirectly by Client without CDS' prior consent, and Client shall not delegate, transfer, assign or subcontract any of its rights, duties or obligations under this Agreement without the prior consent of CDS, which consent in each case may be withheld in CDS' sole discretion. CDS may transfer or assign this Agreement in connection with a merger or sale of all or substantially all of its assets or stock or otherwise in connection with a change of control of CDS. CDS may also freely engage third-party subcontractors to perform any CDS services hereunder, provided that CDS shall be liable for any breaches of this Agreement by such third-party subcontractors.

13.6 No Waiver

Failure of either party to exercise or enforce any provision of or any of its rights under this Agreement shall not be deemed a waiver of future enforcement of that or any other provision or right.

13.7 Notices

Except as otherwise specified in this Agreement, all notices, requests, consents, authorizations and other communications required or permitted by this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day such notice is sent by email (or if such day is not a business day, the following business day). Billing-related notices to Client will be addressed to the relevant billing contact designated by Client. All other notices to Client will be addressed to Client's primary point-of-contact as designated by Client to CDS at the time Client's account is created (or such other

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point-of-contact provided to CDS during the Term in accordance with this Section). Notices to CDS should be addressed to CDS at: admin@crucialdatasolutions.com or 18124 Wedge Parkway, Suite 139, Reno, NV 89511.

13.8 Limitation of Actions

No claim or action under this Agreement by Client against CDS may be brought more than 12 months after such cause of action arises.

13.9 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent prevented from doing so by a Force Majeure Event, provided the party so affected promptly exercises commercially reasonable efforts to overcome or cure the Force Majeure Event to the extent within its power to effect such cure and gives prompt notice to the other party upon discovery of such Force Majeure Event. "Force Majeure Event" means any circumstances beyond a party's reasonable control, including, for example, an act of God; act of government; flood; fire; earthquake; civil unrest; act of terror; pandemic; disease epidemic; public health emergency; strike or other labor problem; Internet connectivity issues; Internet service provider failure or delay; denial of service attack; and interruption, outage, or other problems with any software, hardware, system, network, facility, or third party services.

13.10 Construction

Any headings contained in this Agreement are used only as a matter of convenience and reference, and are in no way intended to define, limit, expand or describe the scope of this Agreement. For purposes of this Agreement, (a) the singular includes the plural and vice versa; (b) reference to any document, Law, or standard means such document, Law, or standard as amended from time to time; (c) "include" or "including" means including without limiting the generality of any description preceding such term; (d) the term "or" is not exclusive; (e) the phrase "this Agreement" and the terms "hereof," "herein," "hereby," "hereunder" and derivatives or similar words refer to this entire Agreement; and (f) all

references to money shall be in United States dollars. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement.

13.11 Counterparts; Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same document,

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binding on all parties notwithstanding that each of the parties may have signed different counterparts. The exchange of a fully executed Agreement, in counterparts or otherwise, by electronic means shall be sufficient to bind the parties to the terms and conditions of the Agreement. Electronic signatures shall be considered an original signature and are intended to authenticate this writing and to have the same force and effect as manual signatures.